

Carney

Richard

ADMINISTRATIVE FILE

Carney, Richard R. (atty.)

X

X

March 24, 1961

Richard R. Carney, Esquire
Carney & McCarrelli
726 Pacific Building
Portland 4, Oregon

Dear Mr. Carney:

This is in answer to your letter of March 3 addressed to our House Counsel, Mr. Florian J. Bartosic, with respect to protective language in bakery agreements. I am attaching a collection of such provisions taken from various Teamster bakery contracts throughout the country. In each case I have indicated the particular contract involved and the expiration date.

I hope these will be of help to you. If you wish additional details, please let us know.

Very truly yours,

Abraham Weiss
Economist

AW/lp
Encs.

C
O
P
Y

From the Desk of:
FLORIAN BASTOSK

3/6/61
Date

MR. WEISS

Al, would you have
any thing on this?

Bart

Sales

RICHARD W. CARNEY
TOLBERT H. MCCARROLL
B. B. BOUNEFF

CARNEY & MCCARROLL
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725 PACIFIC BUILDING
PORTLAND 4, OREGON

TELEPHONE
CAPITOL 6-2838

March 3, 1961

Florian J. Bartoalc, Esquire
Housa Counael
25 Louisiana Avenue, N.W.
Washington 1, D. C.

Re: Bakery Drivers - "Drop Shipments"

Dear Bart:

I am prasantly working on a problem which involves the drawing up of appropriate language for inclusion into the bakery drivara' agreement for the purpose of protecting their jurisdiction with raaspect to the delivery by them from the bakery to the various ratal atoras in the area. As you are probably aware, undar axiating agreements these drivers are paid on the basis of a wsekly salary plus a commission. Recently we have had a number of situations whare attempts have been made by the employers to make "drop shipments" of the bakery products to the stores and thus circumventing the route driver and the payment of his commission. This has been aspecially true with respect to the larger atoraa.

Alao, wa hava had situations where the bakery would agree with stora operators that thay could pick up their bakery products at tha bakery using thair own trucks for this work. There have alao been situations where certain chain stores have arranged to hava thair braad wrapped in their own special wrapper and the employer has taken the poaiton that ha could make a straight delivery of this braad to the store without the use of the route driver and without the payment of the commission because there was no "aala" involvad, but merely a delivery.

I have been attempting to draw up some language such as is found in the prohibition against subcontracting clauses in order to attempt, at laaat in part, to meet this problem.

I am writing to you because it has occurred to me that this matter must have arieen in other areas throughout the country and

Florian J. Bartoeic, Esquire

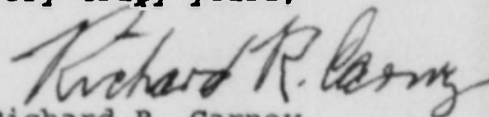
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March 3, 1961

perhapa you might have some suggestions on it as well as some
auggeated language which we might attempt to negotiate into the
contract.

Best peraonal regards.

Very truly yours,



Richard R. Carney

RRC:as

